HUSBAND AND WIFE — ANTENUPTIAL AGREEMENT — CONSTRUCTION — FAILURE OF CONSIDERATION. — Under an antenuptial agreement made in New York, where the parties were domiciled, the intended wife, in case she kept her promise to marry, was to be left certain securities by the husband's will. Several years after the marriage she left him, obtained a divorce in Missouri on a ground not recognized in New York, and remarried. When her former husband died, he bequeathed the securities to a third party. The wife claims them under the antenuptial agreement. *Held*, that she is not entitled to them. *New Jersey Title Guaranty & Trust Co.* v. *Parker*, 96 Atl. 574 (N. J.)

Marriage or a promise to marry is a valuable consideration. *Smith* v. *Allen*, 5 Allen (Mass.) 454; *Magniac* v. *Thompson*, 7 Peters (U. S.) 348, 393. And a promise for valuable consideration to make a specific testamentary disposition will be enforced by imposing a trust upon persons claiming under the deceased promisor. *Rivers* v. *Executors of Thomas Rivers*, 3 Desauss. (S. C.) 190; *Emery* v. *Darling*, 50 Oh. St. 160, 33 N. E. 715. See *Synge* v. *Synge*, [1894] 1 Q. B. 466, 470, 471. But where the essential equivalent demanded in return for the promise is not received, there is a failure of consideration, and the promise becomes unenforceable. *Cf. Rice* v. *Goddard*, 14 Pick. (Mass.) 293; *Jones* v. *Buffum*, 50 Ill. 277. Now, it is arguable that the equivalent demanded in the principal case was the continuance of the marriage relation, at least until dissolved on some ground authorized by the law of New York. See *York* v. *Ferner*, 59 Ia. 487, 489; *Barclay* v. *Waring*, 58 Ga. 86, 93. But even so, as entering the marital relationship is so substantial a part of the contemplated consideration in these contracts, it is doubtful whether a subsequent separation, especially after several years, is a sufficiently essential failure to render the agreement unenforceable. Thus it is generally held that neither misconduct after the marriage nor subsequent divorce will prevent the guilty party from enforcing an antenuptial agreement or enable the injured party to set aside a marriage settlement. *Moore* v. *Moore*, 1 Atk. 272; *Fitzgerald* v. *Chapman*, 1 Ch. Div. 563; *Evans* v. *Carrington*, 2 De G. F. & J. 481; *cf. Smith* v. *Allen*, *supra*. *Contra*, *York* v. *Ferner*, *supra*. This is the more clearly correct if entering into the marriage relation is the only consideration contemplated. See *Moayon* v. *Moayon*, 114 Ky. 855, 871, 872, 72 S. W. 33, 37. Such would seem to be the reasonable construction of the agreement in the principal case. Again if both parties know that the marriage may be invalid, even invalidity does not cause a failure of consideration. *Ogden* v. *McHugh*, 167 Mass. 276, 45 N. E. 731.

ILLEGAL CONTRACTS — PUBLIC POLICY — AGREEMENT TO SUE IN CERTAIN COURTS ONLY. — A contract between a domestic and a foreign corporation contained a stipulation that no action should be maintainable against the latter except in certain courts of the foreign state. The domestic corporation now sues in the courts of its own state. *Held*, that the stipulation is invalid. *Nashua River Paper Co.* v. *Hammermill Paper Co.*, 111 N. E. 678 (Mass.).

The invalidity of agreements seeking wholly to deprive any sovereign of jurisdiction is settled by an almost unbroken line of authority. *Ins. Co.* v. *Morse*, 20 Wall. (U. S.) 445. See 1 PAGE, CONTRACTS, § 347. *Cf. United States, etc. Co. v. Trinidad, etc. Co.*, 222 Fed. 1006, 1007. Since the underlying policy is the insistence of the sovereign upon its right ultimately to determine disputes in its courts, a partial limitation upon that right, if reasonable, has not been held objectionable. So, a contract shortening the period of limitations is valid. *Fullam* v. *New York Union Ins. Co.*, 7 Gray (Mass.) 61; *Northwestern Ins. Co.* v. *Phœnix Oil, etc. Co.*, 31 Pa. 448. *Contra*, *French* v. *Lafayette Ins. Co.*, 5 McLean (U. S.) 461. Similarly a contract limiting the right of appeal is sustained. *Hostetter's Appeal*, 92 Pa. 132. See *Stedeker* v. *Bernard*, 93 N. Y. 589, 591. But a limitation of action to certain counties of a state has been held un-